

## COMMERCIAL LEASE

This "Lease" is made this 17<sup>th</sup> day of October, 2022 (the "Effective Date"), by and between **Samantha's Realty, LLC** a Massachusetts Limited Liability Company having an address of 188 Ayer Road, Harvard, MA 01451 ("Landlord") and **New England Craft Cultivators, LLC**, a Massachusetts Limited Liability Company, d/b/a Tree House Craft Cannabis, having an address of 113 George Street, Boston, MA 02119 ("Tenant").

Pursuant to the terms of this Lease, Landlord agrees to lease the Premises (hereinafter defined) to Tenant and Tenant agrees to lease the Premises from Landlord on the terms set forth.

1. **Premises.** The "Premises" shall mean approximately 4,000 square feet on the first floor of the property located at **1 Forge Village Road, Groton, Middlesex County, Massachusetts 01450**, including the right to use the hallways, stairs, and elevators, for access to and egress from said Premises and nearest rest rooms, in common with all others and as shown on the plan attached hereto as Exhibit A.

2. **Term.**

2.1 **Term; Commencement Date.** The "Term" of this Lease shall be for the period of ten (10) years commencing on the Commencement Date (as defined below) and ending on the date that is ten (10) years from the Commencement Date (the "Termination Date"). The initial ten (10) year Term may also be referred to herein as the "Initial Term".

Provided there is not then an event of default by Tenant under this Lease, which has continued beyond applicable notice and cure periods, Tenant shall have the right to extend the Initial Term for three (3) additional option periods of five (5) years each (each, an "Option Term"). Tenant shall provide notice to Landlord of its election to extend the Term not later than twelve (12) months before the expiration of the then-current Term. Should Tenant occupy the Premises after the expiration of said Term or any renewal thereof, such tenancy shall be from month to month, and in no event from year to year or any longer term. Upon successful exercise of an Option Term, the defined term "Term" shall mean and include such Option Term.

The "Commencement Date" shall be the earlier of (a) the date Tenant opens for business in the Premises or (b) May 1, 2023.

2.2 **Permitting Period.** . Notwithstanding anything to the contrary contained herein, this Lease shall be contingent upon the Tenant's obtaining all Required Permits (as defined in Section 25.6) for its Permitted Use (as defined in Section 9.1). Commencing upon the Effective Date, Tenant shall have a period until the Commencement Date (the "Permitting Period") to, at Tenant's sole expense, obtain from the appropriate Governmental Authorities (as defined in Section 25.6) and from other third parties, if applicable, all Required Permits for

Tenant's Permitted Use of the Premises (the "Permitting Process"). Landlord shall cooperate with Tenant in obtaining such approvals, and shall, to the extent practicable, provide a representative to attend zoning hearings, all at no expense to Landlord. In the event that if, at any time prior to the expiration of the Permitting Period, Tenant determines in its sole and absolute discretion, that it is no longer feasible to continue such Permitting Process, or has been denied any Required Permit, Tenant may terminate this Lease by providing written notice thereof to Landlord. Upon the provision of such notice of termination, this Lease shall terminate and be of no further force and effect. In the event that Tenant has not obtained or has been denied any or all Required Permits on or prior to the Commencement Date, either Landlord or Tenant may terminate this Lease upon written notice to the other delivered within five (5) days after the Commencement Date.

3. **Rent.** The "Base Rent" for the Premises for the Term of the Lease is as follows

Year	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

For each year during any Option Term, Base Rent shall increase  annually from the end of the last year of the Term just then expired. For example, Year 1 of the first Option Term shall carry a Base Rate of psf and shall increase annually by

Rent is due, in advance, on the 1<sup>st</sup> day of each calendar month. Rent shall be paid to Samantha's Realty, LLC. In addition, Rent that is not received by Landlord within ten (10) days of the due date shall accrue interest at the rate of one and one half percent (1½%) per month for each month, or part thereof, that Rent remains unpaid from the due date. Tenant's agreement to pay Rent is independent of every other agreement in this Lease. Unless otherwise provided herein, Rent shall commence on the Commencement Date. The term "Rent" as used herein shall mean



and include Base Rent and any Additional Rent due hereunder. The term "Additional Rent" shall mean and include Tenant's pro rata share of Operating Costs, Taxes and Insurance.

In addition, if the Commencement Date is other than the first day of a month, the Initial Term (and the first lease year) shall be increased to include the days from the Commencement Date until the first day of the next succeeding month. Each subsequent lease year shall be a consecutive 12-month period.

4. **Landlord to Manage and Pay CAM Costs** During the Term, Landlord will manage and be responsible for paying all of the Operating Costs, subject to Tenant's obligation to pay its pro rata share thereof in accordance with the provisions of this Lease.

#### 5. **Operating Cost**

5.1 For the purpose of this section, the term "Operating Cost" is hereby defined to mean the cost and expense to operate the Shopping Center property consisting of 1 & 3 Forge Village Road, Groton, Massachusetts ("Shopping Center"), specifically including the cost of CAM (as defined in Section 5.2), Taxes (as defined in Section 5.3), and Insurance (as defined in Section 5.4), but excluding any of Landlord's administrative costs relative to the operation of the Shopping Center and such costs set forth in Section 5.5. For the purpose of this Lease, "**Tenant's pro rata share**" shall be **Twenty Four percent (24%)**.

5.2. **COMMON AREA MAINTENANCE ("CAM"):** As of the Commencement Date, Landlord shall be responsible to coordinate and conduct all of the CAM, and Tenant shall pay its pro rata share of the total cost and expense incurred in Landlord's operating, repairing and maintaining the Common Areas of the Shopping Center (excluding items of expense commonly known and designated as carrying charges incurred in Landlord Work relating thereto), including but not limited to: landscaping; watering systems; storm drainage systems and other utility systems; sprinkler systems; security service; alarm systems and equipment; repairs; common area utilities; asphalt sealing and line painting; lighting; sanitary control; removal of snow and ice; removal and/or disposal of trash, rubbish, garbage and other refuse; and rentals of machinery and equipment used in such maintenance. Tenant shall have no obligation to reimburse Landlord for any cost to repair any portion of the Common Area or Building damaged in the construction of any other the building or improvement to be constructed on the Land by Landlord hereafter. Tenant shall make a monthly installment in an amount reasonably estimated by Landlord from time to time to be Tenant's pro rata share of such CAM charges. **Beginning on the Commencement Date, and until further notice, Tenant's annual payment for its estimated share of CAM shall be \$\_\_\_\_\_ per square foot of leasable space;**

#### 5.3 **TAXES:**

(a) In addition to Base Rent, Tenant shall pay to Landlord its pro rata share of real property and ad valorem taxes (including but not limited to assessments) which may be levied or assessed by any lawful authority, for each calendar year during the Term, against the

Land and buildings comprising the Shopping Center ("Taxes"). Should the State in which the Shopping Center is located or any political subdivision thereof or any governmental authority having jurisdiction over the Shopping Center impose a tax and/or assessment (other than an income or franchise tax) either upon or against the rentals payable by tenants in the Shopping Center to Landlord or upon or against the business of renting land or buildings, either by way of substitution for the taxes and assessments levied or assessed against such land and such buildings, or in addition thereto, such tax and/or assessment shall be deemed to constitute a tax and/or assessment against the Land and such buildings for the purpose of this section. Tenant shall make a monthly installment in an amount reasonably estimated by Landlord from time to time to be Tenant's pro rata share of such Taxes. **Beginning on the Commencement Date, and until further notice, Tenant's annual payment for its estimated share of Taxes shall be \$\_\_\_\_\_ per square foot of leasable space.**

(b) Tenant shall also be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, then Tenant shall pay to Landlord, upon written demand, that part of such taxes for which Tenant is liable hereunder. Landlord shall not pay such amounts if Tenant notifies Landlord in writing that Tenant will contest the validity or amount of such taxes and thereafter diligently proceeds with such contest in accordance with applicable law. Notwithstanding the foregoing, Landlord may (but shall never be obligated to do so) contest the amount or validity of any such taxes at Landlord's sole cost and expense.

**5.4 INSURANCE:** As of the Commencement Date, Landlord shall be responsible to obtain and maintain and Tenant shall pay its pro rata share of the cost for all-risk and extended coverage (including loss of rents not to exceed 12 months) and any other casualty insurance reasonably desired by Landlord to be carried on the Building (but must be replacement cost coverage naming Landlord as loss payee and otherwise in accordance with Section 10) and on the Common Area ("Insurance"). Landlord shall provide evidence of such Insurance to Tenant on an annual basis. **Beginning on the Commencement Date, and until further notice, Tenant's annual payment for its estimated share of Insurance shall be \$\_\_\_\_\_ per square foot of leasable space.**

**5.5 EXCLUSIONS FROM OPERATING COSTS:** Notwithstanding anything to the contrary in this Lease, CAM Charges shall not include (without limitation), the following: (i) depreciation; (ii) legal fees, brokerage fees, and commissions, space planners' fees, architectural fees, engineering fees, and marketing and advertising fees and expenses incurred in connection with the leasing of the Shopping Center; (iii) costs relating to the initial construction or redevelopment of the Shopping Center; (iv) interest, principal payments and other costs of any indebtedness encumbering the Shopping Center, and/or the land on which it is built, including, without limitation, costs associated with effectuating and/or administering same; (v) any cost or expenses for which Landlord is reimbursed from any tenant or other third party (except pursuant to clauses similar to this one); (vi) costs of alterations or improvements, including, without limitation, fit-out and installation costs, to the premises of any tenants in the Shopping Center; (vii) fines and late payment charges with respect to any amounts due and owing from Landlord; (viii) the wages of employees who do not devote all of their time to the Shopping Center, provided, however, that the costs

associated with such employees may be prorated and the amount allocable to the time such employees devote to the Shopping Center may be included; (ix) attorneys' fees incurred in the enforcement of any lease of space in the Shopping Center; (x) costs of selling, syndicating, financing, mortgaging, hypothecating, or ground leasing any of Landlord's interest in the Shopping Center or the land on which it is built; and (xi) costs relating to the investigation, monitoring, remediation, removal or treatment of Hazardous Substances in, on or under the Shopping Center and the land on which it is built. Tenant's payment of its share of CAM charges is for the purpose of reimbursing Landlord for costs expended to operate and maintain the Common Area in accordance with the Lease and is not intended to provide a profit to Landlord. There shall be no duplication of charges pursuant to any other provision of this Lease.

**5.6 ANNUAL ADJUSTMENTS:** By March 1<sup>st</sup> of each year, Landlord shall prepare and send to Tenant a statement of the actual Shopping Center Operating Cost for the previous calendar year along with the calculation of Tenant's pro rata share of said expenses. Should there be a deficiency in the amount Tenant has already paid, Tenant shall pay such deficiency to Landlord with the next installment of Rent due. Should Landlord's calculation reveal an overpayment by Tenant of its pro rata share of the Shopping Center Operating Cost, said overpayment shall be deducted by Tenant from the next installment of Rent coming due after Tenant's receipt of said statement or from any other amounts that may be due to Landlord by Tenant.

Tenant reserves the right to inspect Landlord's records related to this Lease in order to verify the accuracy of any charge imposed pursuant to this Lease. Such inspection will be conducted at Tenant's expense only during regular business hours at Landlord's office, and only after Tenant gives Landlord ten (10) business days' prior written notice. If such audit discloses that the charges actually incurred by Landlord are less than those used by Landlord in calculating Tenant's pro rata share, then Landlord shall promptly refund Tenant the amount Tenant paid in excess of Tenant's actual pro rata share. If any such audit discloses that the charges used by Landlord in calculating Tenant's pro rata share exceed the actual charges, then Landlord shall reimburse Tenant for Tenant's pro rata share of the identified overcharges and pay for Tenant's cost of the audit; provided, however, that Landlord shall not be obligated to pay for any audit performed on a contingent fee basis. Tenant shall be limited to one audit of CAM, Taxes, and Insurance (to be conducted as one audit at the same time) per calendar year.

**6. Utilities / Cleaning.** Tenant agrees to pay, as they become due, the charge for cleaning, electricity, water and other utilities furnished to the Premises that are separately metered, including fuel for heat and electricity for air conditioning. Except as provided above, the Landlord shall supply hot and cold water, heating, ventilating and air conditioning ("HVAC") service to the common hallways, stairways, elevators and restrooms. . No utilities for use within the Premises shall be installed or connected by Tenant without written authorization from Landlord. The Landlord shall have no liability for non-delivery or interruption of utilities to Tenant and Tenant shall have no right to abate Rent on account of same. For purposes herein, "normal business hours" shall mean 8am to 11pm, daily, or otherwise as permitted by the Town of Groton for the operation of this business.


**7. Condition and Possession/Tenant's Work.**

**7.1 Condition and Possession.** Landlord agrees to maintain the structure of any building of which the Premises is part in the same condition as the structure is on the Commencement Date, excepting reasonable wear and tear and damage by fire and other casualty, and without any other warranty or representation from Landlord. The Landlord shall not be liable for any failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party. In such event, the Commencement Date for such space shall be postponed by one day for each date of delivery beyond the Effective Date until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party. Notwithstanding the aforesaid to the contrary, in the event the Premises are not delivered within thirty (30) days of the Effective Date, Tenant shall have the option to terminate this Lease by providing not less than thirty (30) days' prior notice to Landlord, and in such event, this Lease shall terminate at the expiration of said thirty (30) day period unless Landlord has delivered possession of the Premises in the condition require hereunder within such thirty (30) day period. Tenant agrees that Tenant shall have the duty to comply with the requirements of the Americans With Disabilities Act ("ADA") concerning its Permitted Use of the Premises and Tenant agrees to indemnify and defend Landlord with regard to any claim alleging Tenant's violation of the ADA or similar law or regulation with respect to its Permitted Use of the Premises.

**7.2 Alterations.** Tenant shall make no structural alterations, additions or changes in or to the Premises without Landlord's prior written consent in its commercially reasonable discretion. In no event shall Tenant make or cause to be made any penetration through any roof, floor or exterior or corridor wall without the prior written consent of Landlord, not to be unreasonably withheld. Tenant shall be responsible for any and all damages resulting from any alteration, addition or change Tenant makes, whether or not Landlord's consent therefor was obtained. Any and all alterations, additions and changes made to the Premises which are consented to by Landlord shall be made under the supervision of a competent architect or competent licensed structural engineer and in accordance with plans and specifications approved in writing by the Landlord in its commercially reasonable discretion, before the commencement of the work and all necessary governmental approvals and permits, which approvals and permits Tenant shall obtain at its sole expense. All work with respect to any alterations, additions and changes must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of the work. Any work done by Tenant without Landlord's consent shall be returned to its original condition at Tenant's expense upon request by Landlord. Notwithstanding the foregoing, Tenant shall have the right, at its sole cost, expense and risk, to make interior, non-structural alterations to the Premises which do not exceed Ten Thousand Dollars (\$10,000.00) in any twelve (12) consecutive month period, without requiring Landlord's consent, provided Tenant notifies Landlord of such alterations prior to performing same. At the Termination Date any alterations or improvements made by the Tenant that remain at the Premises shall become the sole property of the Landlord. Landlord may, by written notice to Tenant at least thirty (30) days prior to the Termination Date, require Tenant, at Tenant's sole expense, to remove any alteration or improvement installed by or for the benefit of Tenant.

Notwithstanding anything to the contrary in this Lease, all of Tenant's property shall be and remain the personal property of Tenant. Landlord expressly waives any statutory and common law liens on Tenant's property, as the same may be enacted or may exist from time to time, and any and all rights granted under any present or future laws to levy or distrain for rent, whether in arrears or in advance, against Tenant's property on the Premises. Landlord further agrees to execute any reasonable instruments evidencing such waiver, at any time or times hereafter upon Tenant's request, and to execute and deliver in favor of any lender of Tenant a collateral access agreement in a commercially reasonable form.

**7.3 Initial Construction of Tenant Improvements.** Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant acknowledge and agree that Tenant will be making interior improvements to the Premises in order to accommodate the Tenant's Permitted Use (the "Tenant Improvements"). Landlord and Tenant shall cooperate in good faith and with diligence in (i) obtaining all Required Permits, including all Construction Permits, (ii) approving the plans and specifications Tenant shall deliver to Landlord in connection with the Tenant Improvements (the "Plans and Specs"), and (iii) coordinating construction and completion of the Tenant Improvements. Tenant shall be permitted to make interior improvements to the Premises as needed for its functionality as a cannabis dispensary, as those needs are identified by Tenant.

**8. Security Deposit.** Tenant shall pay a "Security Deposit" to Landlord in the amount of  upon the execution of this Lease. The Security Deposit shall be maintained by Landlord, without interest, as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent nor a measure of damages. Landlord may use or apply all or part of the Security Deposit to satisfy past due Rent or to cure any Default of Tenant. If Landlord uses or applies any part of the Security Deposit, Tenant shall, within thirty (30) days of demand therefor, replenish the Security Deposit to its original amount. Landlord agrees to return any remaining balance of the Security Deposit to Tenant within forty-five (45) days after: a) the date Tenant surrenders the Premises to Landlord; or b) final determination of the Rent due from Tenant; whichever is later. Landlord shall not be required to hold the Security Deposit in a separate account.

**9. Use of the Premises.**

**9.1 Permitted Use.** The Premises shall be used for a lawful cannabis business in accordance with 935 CMR 501.000 and/or 935 CMR 500.000 et seq. and such other rules and regulations as may be implemented from time to time with respect to medicinal and recreational use of cannabis, for the storage of cannabis products for transport elsewhere by permit, as well as ancillary office use in connection therewith, and for hosting of special events related to cannabis, and such other purposes as Landlord may approve (such approval not to be unreasonably withheld), subject in all cases to all Applicable Laws, all without interfering with other units and/or tenants in the Shopping Center (the "Permitted Use"). No other use of the Premises is permitted. Tenant shall not use the Premises in a manner that interferes with the quiet enjoyment of any property or premises owned or occupied by any other person. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of each municipal, state or other

governmental entity ("Laws"), regarding the conduct of Tenant's business and the use, condition, maintenance and occupancy of the Premises. No oil or hazardous material and no toxic material or substance, including any material or substance, defined or regulated by Massachusetts General Laws Chapter 21E, Section 1 et seq., shall be brought to or permitted to remain at the Premises. Tenant shall not make any use of the Premises that renders the Premises uninsurable or that materially increases the cost of insurance to Landlord, provided however, that Tenant shall be responsible for the cost of any such increased cost of insurance as a result of Tenant's Permitted Use.

10. **Entry by Landlord.** Subject to Section 25.2, Landlord has the right to enter the Premises to inspect or show the Premises, to clean and make repairs, improvements or additions and to perform maintenance, repairs, improvements or additions to any portion of the structure in which the Premises is located. Landlord shall provide Tenant with reasonable prior verbal notice before entry, except that notice is not required in case of emergency, as determined in Landlord's sole discretion. Entry by Landlord shall neither constitute a constructive eviction nor entitle Tenant to an abatement or reduction of Rent.

11. **Assignment and Subletting.** Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use or occupy any portion of the Premises (each, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Within fourteen (14) business days after receipt of signed copies of any assignment, sublease, transfer or encumbrance and any other information as the Landlord requests, Landlord shall either: a) consent to the assignment, sublease, transfer or encumbrance by executing a consent agreement in a form satisfactory to Landlord; b) refuse to consent to the Transfer; or (c) exercise its right to recapture any portion of the Premises that Tenant proposes to assign, sublease, transfer or encumber. Tenant shall pay Landlord as Additional Rent fifty percent (50%) of all Rent and other consideration that Tenant receives as a result of any assignment, sublease, transfer or encumbrance that is in excess of the Rent payable to Landlord for the relevant portion of the remaining Term. If Tenant is in default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

12. **Liens.** Tenant shall not permit a mechanic's lien or other lien to be placed upon the land or structure in which the Premises is located in connection with any work done by or for the benefit of Tenant. Tenant shall, within thirty (30) days of notice from Landlord, fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by Law. If Tenant fails to do so, Landlord may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorneys' fees.

13. **Indemnification and Waiver.** Tenant hereby waives all claims against and releases Landlord and its officers, directors, employees, trustees, beneficiaries, partners, mortgagees and each of their successors and assigns from all claims for any injury to or death of persons, damage to property or business loss in any manner related to: a) any act of a third party; b) any act of God; c) bursting or leaking of any tank, pipe, drain or plumbing fixture; d) failure of any security

service, personnel or equipment; or e) any Force Majeure or other matter outside of the reasonable control of Landlord. Except to the extent caused by the negligent or willful misconduct of Landlord, Tenant agrees to indemnify, defend and hold Landlord harmless from all claims, debts, demands, liabilities, obligations, damages, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, that may be imposed by or against Landlord arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions of Tenant or any of Tenant's guests, invitees, assignees, subleasees, contractors or licensees.

#### **14. Insurance.**

**14.1 Tenant Insurance.** Tenant shall maintain the following insurance ("Tenant's Insurance"): a) commercial general liability insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$1,000,000 and \$2,000,000 in the aggregate; b) property / business interruption insurance issued on an all risk or special perils form, with coverage for water damage including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's equipment fixtures, furniture, inventory, merchandise and other personal property in the Premises as well as any leasehold improvements for the benefit of the Tenant; c) workers' compensation and employer's liability insurance to the extent required by law and in amounts as may be required by applicable statute. Each commercial general liability insurance policy shall name Landlord (or its successors and assignees) and their respective officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear, as additional named insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance no later than the Commencement Date or the date Tenant is provided with possession of the Premises, whichever is earlier. During the Term the Tenant shall provide evidence of renewal or existence of such insurance as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.

**14.2 Landlord Insurance.** During the Term of this Lease, Landlord shall maintain insurance against loss or damage to the Premises (at its full replacement cost of the improvements without deduction for depreciation), including without limitation, by fire, windstorm, lightning, tornado and hail and against loss and damage by such other, additional risks as may be now or hereafter embraced by an "all-risk" form of insurance policy (including boiler and machinery insurance including explosion coverage).

Each policy of insurance obtained by Landlord pursuant to this Section 14.2 shall have a commercially reasonable deductible and if obtained through Landlord's master policy shall reasonably allocate the premium to the Premises based on the relative value of covered properties. A certificate satisfactory to Tenant of Landlord's insurance shall be provided to Tenant prior to the Commencement Date and at each policy renewal. All monies collected from the property insurance, together with the amount of any deductible under such property insurance

(which shall be funded by Landlord at the commencement of restoration) shall be applied on account of the obligation of Tenant to repair and/or rebuild the Premises pursuant to this Lease.

15. **Broker' s Fee.** N/A

16. **Subrogation.** Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all causes of action, claims, actions and rights of recovery against the other for any loss or damage with respect to Tenant's personal property, leasehold improvements, the structure in which the Premises is located, the Premises or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been obtained) covered by insurance.

17. **Fire or Casualty.** The Landlord has the right to terminate this Lease if all or any part of the Premises is damaged by fire or other casualty to the extent that it cannot reasonably be repaired within one hundred (100) days after the date of such fire or casualty. This right of termination is exercisable by written notice to Tenant within sixty (60) days of the date of the fire or other casualty. If this Lease is not terminated, Landlord shall promptly and in good faith, seek to restore the Premises. Such restoration shall be to substantially the same condition that existed prior to the fire or other casualty, except for modifications required by law. Upon notice from Landlord, Tenant shall assign to Landlord (or Landlord's designee) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any leasehold improvements for the benefit of Tenant; provided that if the estimated cost to repair such leasehold improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within fourteen (14) days of demand, Tenant shall also pay Landlord for any excess costs identified during the course of repair work. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the fire or other casualty or the repair work. Provided that Tenant is not in default, during any period of time that all or a material portion of the Premises is rendered unusable as a result of the fire or other casualty, the Rent shall abate for the portion of the Premises that is unusable.

18. **Eminent Domain.** Either party may terminate this Lease if any substantial part of the Premises is taken or condemned for any public use under law or by eminent domain. Landlord shall also have the right to terminate this Lease if there is such a taking of any portion of the structure in which the Premises is located or the land on which it is situated that would have a material adverse impact on Landlord's ability to operate the remainder of the structure/land. The terminating party shall provide written notice of termination to the other party within sixty (60) days after first receipt of any notice of the taking. The termination shall be effective on the date the taking becomes effective. All compensation awarded for a taking, or sale proceeds, shall be the property of Landlord.

19. **Tenant's Default.** A "Tenant's Default" shall mean and include a circumstance when a) the Tenant fails to pay all Rent when due, if such failure continues for three (3) business days after written notice to Tenant which notice shall be in satisfaction of, and not in addition to, notice required by Law; or b) Tenant's failure to comply with any term, condition, requirement or



covenant of this Lease (other than non-payment of Rent), if such failure is not cured within thirty (30) business days after written notice to Tenant, which notice shall be in satisfaction of, and not in addition to, notice required by law; or c) if proceedings for corporate reorganization or arrangement or other action under the Bankruptcy Laws of the United States, or any laws amendatory thereof or supplemental thereto, are filed by or against Tenant and, in the case of an involuntary bankruptcy are not discharged, stayed or bonded within ninety (90) days, or if the Tenant acts to authorize such action; or d) if any assignment shall be attempted or made of all or substantially all of Tenant's property or of this Lease for the benefit of its creditors; .

**20. Landlord's Remedies.** In the event of a Tenant's Default, Landlord shall have the right to terminate this Lease or terminate Tenant's right to possession. Upon receipt of a notice of termination Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may enter upon and take possession of the Premises, in compliance with law. Notwithstanding the foregoing, the Tenant shall pay Landlord all past due Rent and other damages, losses and expenses suffered by Landlord as a result of Tenant's Default. Those costs and expenses shall include the costs and expenses incurred in reletting or attempting to relet the Premises, including reasonable attorneys' fees, brokerage fees, the cost of physical alterations to the Premises and the reasonable value of other allowances or concessions granted to a new tenant. The Landlord has the right to collect all rents and other payments from any reletting. The Landlord shall not be responsible or liable for any delay or inability to relet all or part of the Premises or for the failure to collect any rent. In lieu of determining damages as described above, Landlord may elect to receive as damages the sum of a) all Rent accrued through the date of termination of this Lease or of Tenant's right to possession, and b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value, minus the then present fair rental value of the Premises for the remainder of the Term, comparably discounted, after deducting all anticipated costs of reletting. If Tenant is in default of any of the non-financial duties under the Lease, Landlord shall have the right to perform such duties. Upon demand, Tenant shall reimburse Landlord for the cost of such performance plus an administrative fee equal to ten percent (10%) of the cost of the work performed. Termination of Tenant's Lease or right to possession or Landlord's entry on all or part of the Premises shall not relieve Tenant of its duties and liabilities under the Lease. Each right and remedy of the Landlord shall be separate and in addition to any other right and remedy now available or hereafter available to Landlord.

**21. Landlord's Default.** Before filing suit for any alleged default by the Landlord, Tenant shall give Landlord and each Mortgagee about whose identity Tenant has been notified, written notice and a reasonable time to cure the alleged default. In the event of a default by the Landlord in the terms of this Lease, no individual officer, director, agent, servant, employee, trustee, stockholder or beneficiary of the Landlord shall be personally liable for performance of the Landlord's obligations.

If Landlord defaults under this Lease and if, as a consequence of such default, Tenant shall recover a money judgment against Landlord under any circumstances, the liability of Landlord (and of any successor Landlord) shall be limited to the lesser of (a) the interest of Landlord in the

Shopping Center, or (b) the equity interest Landlord would have in the Shopping Center if the Shopping Center were encumbered by third-party debt in an amount equal to 80% of the value of the Shopping Center (calculations of equity shall be made as of the initial date Tenant notifies Landlord of the actual or alleged default or other claim). Tenant shall look solely to Landlord's interest in the Shopping Center for the recovery of any judgment or award against Landlord. Landlord shall not be personally liable for any judgment or deficiency, and in no event shall Landlord be liable to Tenant for any lost profit, damage to or loss of business or any form of special, indirect or consequential damage. Before filing suit for an alleged default by Landlord, Tenant shall give Landlord and any mortgagee(s) whom Tenant has been notified hold mortgages or other encumbrances on the Building, notice and reasonable time to cure the alleged default. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Shopping Center.

**22. Quiet Enjoyment Estoppel and Subordination.** Tenant agrees that this Lease is subject to and subordinate to each mortgage, ground lease or other lien now or subsequently arising on the Premises, or on the land or structure in which the Premises is located. Tenant's agreement applies to any refinancing, renewal, modification, and extension of the mortgage. Within ten (10) days of request from the holder of a mortgage, Tenant shall execute a commercially reasonable subordination agreement, provided however that any such mortgagee shall also deliver an executed subordination, non-disturbance and attornment agreement providing that notwithstanding any foreclosure of the fee mortgagee or any transfer in lieu thereof, Tenant's rights under this Lease shall not be breached or disturbed so long as Tenant is not in default under this Lease beyond any applicable notice or cure periods. As an alternative, any mortgagee shall have the right, at any time, to subordinate its mortgage to this Lease. Landlord and Tenant each agree that, at any time and from time to time upon not less than ten (10) days of written request from the other, each party shall execute, acknowledge and deliver to the requesting party or any other party specified by the requesting party, a statement certifying that this Lease is unmodified, is in full force and effect (or if there have been modifications, that the same, as modified, is in full force and effect and stating the modifications) and the date to which each obligation constituting Rent has been paid, and stating whether or not to the knowledge of Landlord/Tenant, the requesting party is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Landlord/Tenant may have knowledge, as well as certifying to any other pertinent facts of the Lease as may be requested. Provided this Lease is in full force and effect, Landlord covenants and warrants that Tenant shall peaceably and quietly have, hold, and enjoy the Premises during the full Term of this Lease and any extension hereof without molestation, hindrance, or interference of Landlord, or anyone claiming or acting, by, through or under Landlord, its successors, assigns, invitees, or third parties.

**23. Notice / Addresses.** All demands, approvals, consents or notices shall be in writing and delivered by hand, electronic mail, or sent by registered or certified mail with return receipt requested, or sent by overnight or same day service by hand at the party's respective address, set forth below. Each notice shall be deemed to have been received on the date of actual delivery or the date on which delivery is refused, whichever is earlier. If Tenant has vacated the Premises

without providing a new address, each notice to Tenant shall be deemed to have been received three (3) days after notice is deposited in the mail of the United States Postal Service or with a delivery service as described above. Either party may, at any time, change the address set forth below (other than to a post office box) by giving the other party written notice of the new address.

Landlord:

Samantha's Realty, LLC  
188 Ayer Road  
Harvard, MA 01451  
[matthew@campobassolaw.com](mailto:matthew@campobassolaw.com)

Tenant:

New England Craft Cultivators, LLC  
113 George Street  
Boston, MAS 02119  
Attn: Wes Ritchie  
[Wes@necraftcultivators.com](mailto:Wes@necraftcultivators.com)

**24. Surrender of Premises.** At the termination of this Lease or Tenant's right of possession, Tenant shall remove all personal property and surrender the Premises to Landlord in good order and in "broom clean" condition, ordinary wear and tear and damage excepted, removing, as requested by Landlord, any improvements or alterations made by Tenant. If Tenant fails to remove any of Tenant's personal property within two (2) business days after termination, Landlord, at Tenant's sole cost and expense, shall be entitled to remove and store Tenant's personal property. Landlord shall not be responsible for the safekeeping or preservation of Tenant's personal property. Tenant shall pay Landlord, upon demand, all costs of storage. If Tenant fails to remove Tenant's personal property from the Premises or from storage within thirty (30) days after delivery of notice, Landlord may deem all or any part of Tenant's Property to be abandoned and title to that property shall vest in Landlord. If Tenant fails to remove any of the alternations or improvements made by Tenant by the Termination Date and complete related repairs in a timely manner, Landlord may perform such work at Tenant's expense. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the sum of the Rent and of the Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or acceptance of payment from the Tenant after the termination of this Lease shall extend the Term or prevent Landlord from immediate recovery of possession of the Premises.

**25. Cannabis Specific Provisions.**

**25.1 Regulated Assets.** Notwithstanding anything to the contrary herein, only those authorized to possess and handle marijuana for medical/recreational use pursuant to Ch. 369 of the Acts of 2012 and its implementing regulations 935 CMR 501.000 et seq., and Chapter 334 of the Acts of 2016, Chapter 94G as amended by Chapter 55 of the Acts of 2017 and its implementing regulations 935 CMR 500.000 and are permitted to possess regulated assets, such as marijuana and marijuana-infused products (the "Massachusetts Marijuana Law"), without

being subject to law enforcement action (the “Regulated Assets”). Therefore, all such Regulated Assets are not subject to seizure by Landlord or other parties unauthorized to possess them; rather, Landlord must seek and obtain approval from the Massachusetts Cannabis Control Commission Medical Use of Marijuana Program regulators, or otherwise comply with the requirements thereof as set forth above, before Landlord and/or Landlord’s agents and employees may lawfully remove and sell the Regulated Assets..

**25.2 Further Limitations on Landlord Access.** If required by Applicable Laws, provided no Event of Default has occurred, Landlord shall at no time possess keys to any areas of the Premises in which cannabis products are sold, stored or manufactured, and shall, at all times during any access to any portion of the Premises in which cannabis products are sold, stored or manufactured, be accompanied by a member of the Tenant’s management team.

**25.3 Federal Law Disclosure, Termination Rights and Indemnification.** Landlord acknowledges that the Tenant's Permitted Use of the Premises is permitted pursuant to the Massachusetts Marijuana Law, but that the Permitted Use is in conflict with the Federal laws pertaining to the same, including the Controlled Substances Act. Landlord and Tenant agree that if Landlord in is actual receipt of a formal written notice of forfeiture, meaning receipt of (i) a summons and notice, (ii) a summons and complaint or (iii) such other form of statutorily required notice, in each case, filed by the United States Attorney's Office, Department of Justice or such other governing body, regulator and/or agency with proper jurisdiction, and based solely upon Tenant 's use of the Premises for the Permitted Use, then Landlord shall, within three (3) days of Landlord's receipt, provide written notice thereof to Tenant. Tenant shall thereafter in its own name and on behalf of Landlord, at its sole cost and expense, contest any such formal written notice of forfeiture. If Tenant does not inform Landlord in writing within five (5) Business Days after receipt of Landlord 's notice that Tenant will contest such formal written notice of forfeiture, Landlord shall have the unilateral right to terminate this Lease upon written notice to the Tenant. Tenant, should Landlord choose not to terminate this Lease as called for in the preceding sentence, shall have an obligation to diligently contest such notice of forfeiture and take all reasonable action to continue its operations at the Premises. In the event that Tenant diligently contests such notice of forfeiture and fails to prevail, or at any time during the Term of this Lease Tenant is unable to obtain or renew any licenses, permits, registrations or approvals for the Permitted Use at the Premises and the operations of Tenant 's business therein, then it shall have the right to terminate this Lease upon thirty (30) days’ written notice to the Landlord, and thereupon the Term of this Lease shall automatically terminate and expire on the date of expiration of such thirty (30) day period.

**25.4 Federal Government Intervention.** In the event of the occurrence of any of the following, then either party may terminate this Lease by providing thirty (30) days prior written notice to the other, and thereafter this Lease shall terminate on such date as if such date were the last day of the then existing Term:


(i) Tenant receives a cease and desist letter from the U.S. Government in connection with its business operation;

(ii) any change to the applicable Laws that makes Tenant's Permitted Use of the Premises illegal under State law; or

(iii) a seizure by any governmental authority seeking forfeiture of the Premises or the Property, whether or not a court forfeiture proceeding has commenced

Any such termination shall not entitle Tenant to a refund of any Rent or Rent paid to Landlord under this Lease, or subject Tenant to any penalties for such termination.

In the event Tenant terminates this lease pursuant to this paragraph 25.4, Tenant shall remain liable for Rent, CAM, Taxes and Insurance for a period of one year from tenant's written notice to Landlord of its intent to terminate pursuant to this provision.

In the event Tenant terminates this lease pursuant to this paragraph 25.4, Tenant shall, on a prorated basis over the remainder of the Base Term, reimburse Landlord for the prorated share of the Landlord Contribution. (i.e., if the tenant terminates on the 5<sup>th</sup> anniversary date, tenant shall reimburse Landlord  for the prorated share of the Landlord Contribution.)

**25.5 Waiver of Defenses.** The parties hereto acknowledge that the production, sale, manufacture, possession and use of cannabis is illegal under United State federal law, including (the investment in a company engaging in such activities) (making a loan to a company engaging in such activities) (entering into a transaction with a company engaging such activities), and the parties expressly waive any defense to the enforcement of the terms and conditions of this Lease based upon non-conformance with applicable law relating to cannabis and the cannabis industry.

**25.6 Certain Defined Terms.** As used herein, the following terms have the following meanings:

**"Applicable Laws"** means any and all applicable building, zoning, subdivision, environmental, health, safety or other governmental laws, statutes, ordinances, resolutions, rules, codes, regulations, directives, orders, citations, determinations or requirements of any Governmental Authority (as hereinafter defined) including the regulations of any Cannabis Authority) or any boards of fire or insurance underwriters (or other bodies exercising similar functions); provided however that the foregoing and the definition of "Applicable Law" as used herein shall not include Federal Cannabis Laws, but shall include all Massachusetts state and local laws and regulations governing the use, storage, cultivation, processing, handling and sale of Cannabis.

**"Cannabis Authority"** means the Massachusetts Cannabis Control Commission and any other government entity issuing Cannabis Licenses or other Required Permits.

**"Cannabis Licenses"** means all licenses, permits, authorizations, certificates, consents and other approvals from any governmental authority issued in connection with, and necessary for, the lawful operation of a cannabis or marijuana related business, including any license to cultivate, produce, market or sell marijuana or any other product containing marijuana or any active ingredient contained in marijuana under 935 Code of Massachusetts Regulations 500.000 and 501.000.

**“Construction Permits”** all licenses and permits necessary and related to the construction of the Tenant Improvements

**“Federal Cannabis Laws”** shall mean, any United States Federal Applicable Laws as applicable to Cannabis or the cultivation, harvesting, production, distribution, sale, use, or possession of Cannabis or the products thereof, which are or could be deemed to be (a) listed as a Schedule 1 controlled substance under Section 202(c) of the United States Federal Controlled Substances Act (21 U.S.C. 812(c), et seq.) or (b) classified as “hemp” or “tetrahydrocannabinols in hemp” (as defined in 7 U.S.C. § 1639o(1) or section 297A of the Agricultural Marketing Act of 1946 under 7 U.S.C. § 38); including, but not limited to, the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq.; the conspiracy statute under 18 U.S.C. § 846; the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2; the bar against misprision of a felony (concealing another’s felonious conduct) under 18 U.S.C. § 4; the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3; Federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960; the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 96, et seq.); and the Agriculture Improvement Act of 2018 (7 U.S.C. § 9001, et seq.).

**“Governmental Authority (Authorities)”** shall mean the United States of America, the State (as hereinafter defined), the county in which the Premises is located, the municipality in which the Premises is located, and any agency, department, commission, board, bureau, instrumentality or political subdivision of any of the foregoing, now existing or hereafter created, having jurisdiction over the Premises, the Buildings or any portion of either, including without limitation, any Cannabis Authority.

**“Required Permits”** means all Cannabis Licenses, Construction Permits and other permits required to be obtained by the Tenant for the operation of the Tenant’s Permitted Use.

**26. Miscellaneous.**

1) **Time / Force Majeure.** Time is of the essence of each provision of this Lease. The failure or delay of either party to declare a default immediately upon its occurrence or a delay in taking action for a default shall not constitute a waiver. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure"). Force Majeure does not include financial difficulties of a party.

2) **Attorneys' Fees / Costs Of Suit.** If either party commences suit for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.

3) **Sale / Assignment.** Landlord shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Lease, including the Security Deposit, and upon transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations and the return of any Security Deposit.

4) **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may be modified only by a written agreement signed by Landlord and Tenant. This Lease shall be interpreted and enforced in accordance with the Laws of the Commonwealth of Massachusetts.

5) **Executive Order 13224.** Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

6) **Landlord's Self Help.** In addition to Landlord's rights of self-help set forth elsewhere in this Lease, if Tenant at any time fails to perform any of its obligations under this Lease in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon giving Tenant at least ten (10) days' prior written notice of its election to do so (in the event of an emergency, no prior notice shall be required), to perform such obligations on behalf of and for the account of Tenant and to take all such action necessary to perform such obligations. In such event, Landlord's costs and expenses incurred therein shall be paid for by Tenant as applicable Additional Rent, forthwith upon demand therefore, with interest thereon from the date Landlord performs such work at the Default Rate. The performance by Landlord of any such obligation shall not constitute a release or waiver of Tenant therefrom.

## **27. Additional Provisions.**

- a) **LANDLORD CONTRIBUTION:** Landlord agrees to reimburse Tenant up to [REDACTED] for Tenant's cost of making permanent improvements in the Premises (specifically not to be used for trade fixtures) which will become Landlord's property on the termination of the Lease and which are necessary to complete Tenant's Work in the Premises. Provided Tenant completes all work and provides Landlord with a final certificate of occupancy and all applicable contractor lien waivers, then, notwithstanding anything contained to the contrary herein, Landlord will apply monthly Base Rent to offset the Landlord Contribution until the Landlord Contribution (and any Rent Deposit, as applicable) has been exhausted, at which point Tenant will begin to pay Base Rent. Tenant shall however pay all expenses for Operating Costs, Taxes and Insurance as set forth in Section 5 above, and the Landlord Contribution is not to be applied to Additional Rent.

- b) **SIGN REQUIREMENTS.** Tenant will be allowed to use Tenant's or Tenant's affiliates federally registered, trademarked logo sign(s) on the exterior of the Premises in the maximum size and amount as permitted by applicable code. Tenant will also be allowed a space to be designated on the monument sign at the front of the Shopping Center. All signage shall require Landlord approval which shall not be unreasonably withheld. Tenant will be applying to post five (5) signs at the Shopping Center to be visible from all areas of such Shopping Center.
- c) **NON-REFUNDABLE DEPOSIT.** Upon execution of this Lease agreement, Tenant shall remit to Landlord a non-refundable deposit in the amount of \$25,000.00 (the "Rent Deposit"). In the event the Lease has not been terminated as provided herein, as of the Commencement Date, Landlord will apply the Rent Deposit to monthly Base Rent until the full Rent Deposit has been exhausted. In the event the Lease is terminated as provided herein, on or prior to the Commencement Date, Landlord shall be allowed to retain the Rent Deposit with no further recourse to either party.

IN WITNESS WHEREOF, the parties have set forth their hands and seals this 17 day of October, 2022.

**Tenant**

New England Craft Cultivators, LLC




By: Wesley Ritchie

Its: Co-CEO

**Landlord**

Samantha's Realty, LLC



By: Steven Catalano

Its: Manager







TAG	DESCRIPTION
-----	-------------

**AD100**





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1 Forge Village Road  
Groton, MA

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**General Notes:**

- It is expressly understood by client that ECS is not an architectural or engineering entity. None of the documents prepared by ECS for client shall have any stamping or certification of such trade professionals or any digital model. This is not a structural or MEP analysis or any design model. Visible and accessible elements are modeled for location and only. Further structural or MEP analysis could be necessary by others.
- STANDARD OF PRACTICE:** Services performed by ECS under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document or otherwise. Client shall field verify all work prior to design, construction, or other use.
- These drawings are for the intended purposes listed in the scope of work of the field of survey and should not be used for any other reasons. See scope of work provided to client for further information.

**Laser Scanning Notes:**

- Visit FARO.com and leica-geosystems.com for 3D laser scanner literature, range information and product specifications.
- Laser scanning equipment uses light waves to measure distances, unforeseen site conditions such as dust, moisture, vibration, surface reflectivity, lighting conditions, temperature, humidity, wind strength, etc. may affect the accuracy of the scan. Impact registration between scan locations.
- Accuracy over long distances can be improved if the client provides survey benchmarks prior to scanning in order to reference the laser scan data into a coordinate system.
- The Revit file contains the most complete alignment of point cloud data. All laser scanning by default is in a local coordinate system. Laser scans completed on multiple days may be tied into previous laser scans by use of site specific features and targets. Point cloud adjustments are made in Revit for a final verification.

Project Number: 10781812910

Cover Sheet

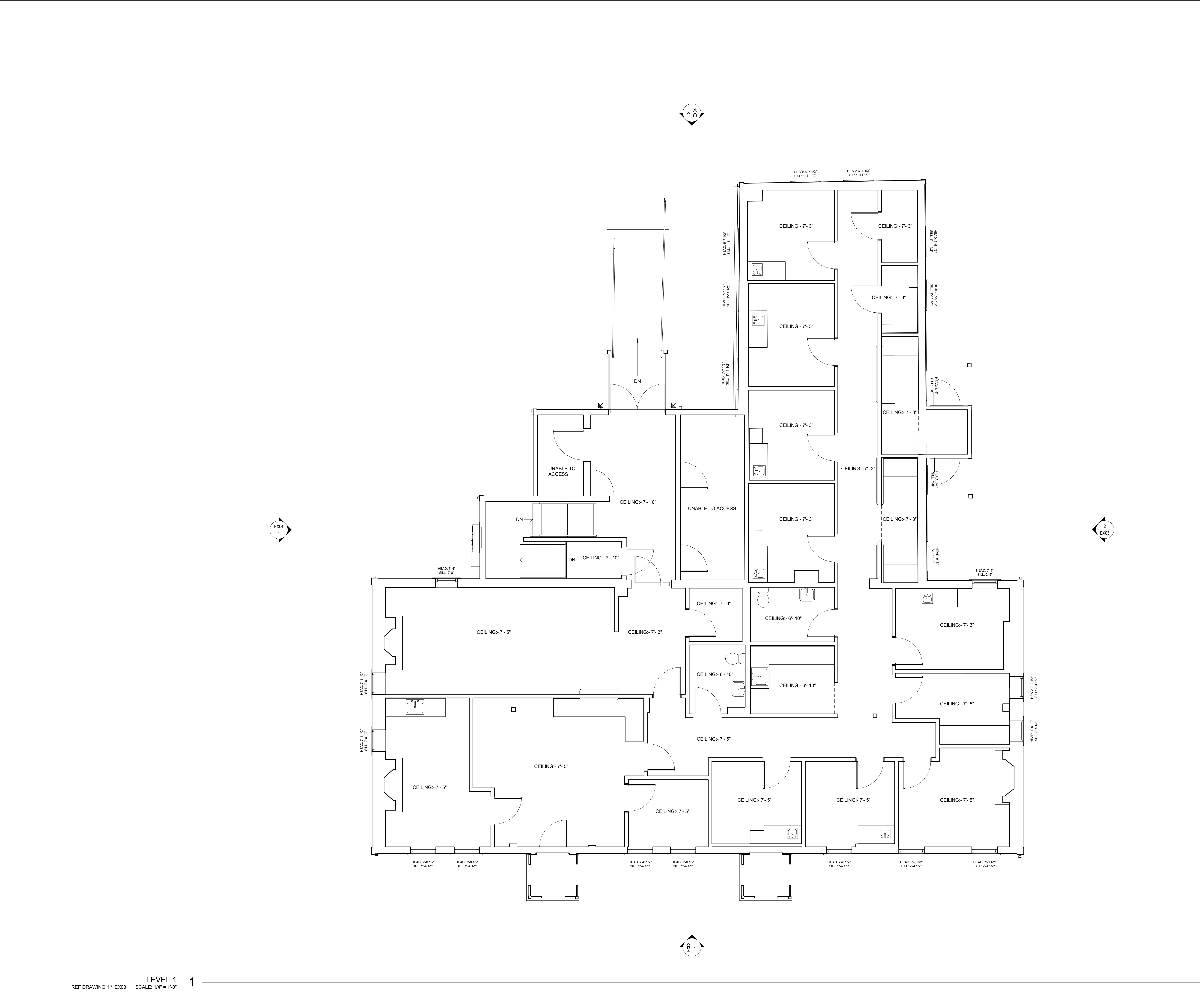
Date: 1/4/2023

Scale:

Drawn By: EC

EX00





LEVEL 1  
REF DRAWING: 1/ EX03  
SCALE: 1/4" = 1'-0"

1

Gross Area Schedule	
Level	Area
LEVEL 1	3,639 SF
Not Placed	0 SF
Total	3,639 SF

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1 Forge Village Road  
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certification of such trade professionals.  
2. This is not a structural or MEP analysis or a new design model.  
Visible and accessible elements are modeled for location and  
size. Further structural or MEP analysis could be necessary by  
others.  
3. STANDARD OF PRACTICE: Services performed by ECS under  
this Agreement will be conducted in a manner consistent with  
that level of care and skill ordinarily exercised by members of the  
profession currently practicing in the same locality under similar  
conditions. No other representation, expressed or implied, and no  
warranty or guarantee is included or intended in this Agreement,  
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4. These drawings are for the intended purposes listed in the scope  
of work. The time of survey and should not be used for any  
other reasons. See scope of work provided to client for further  
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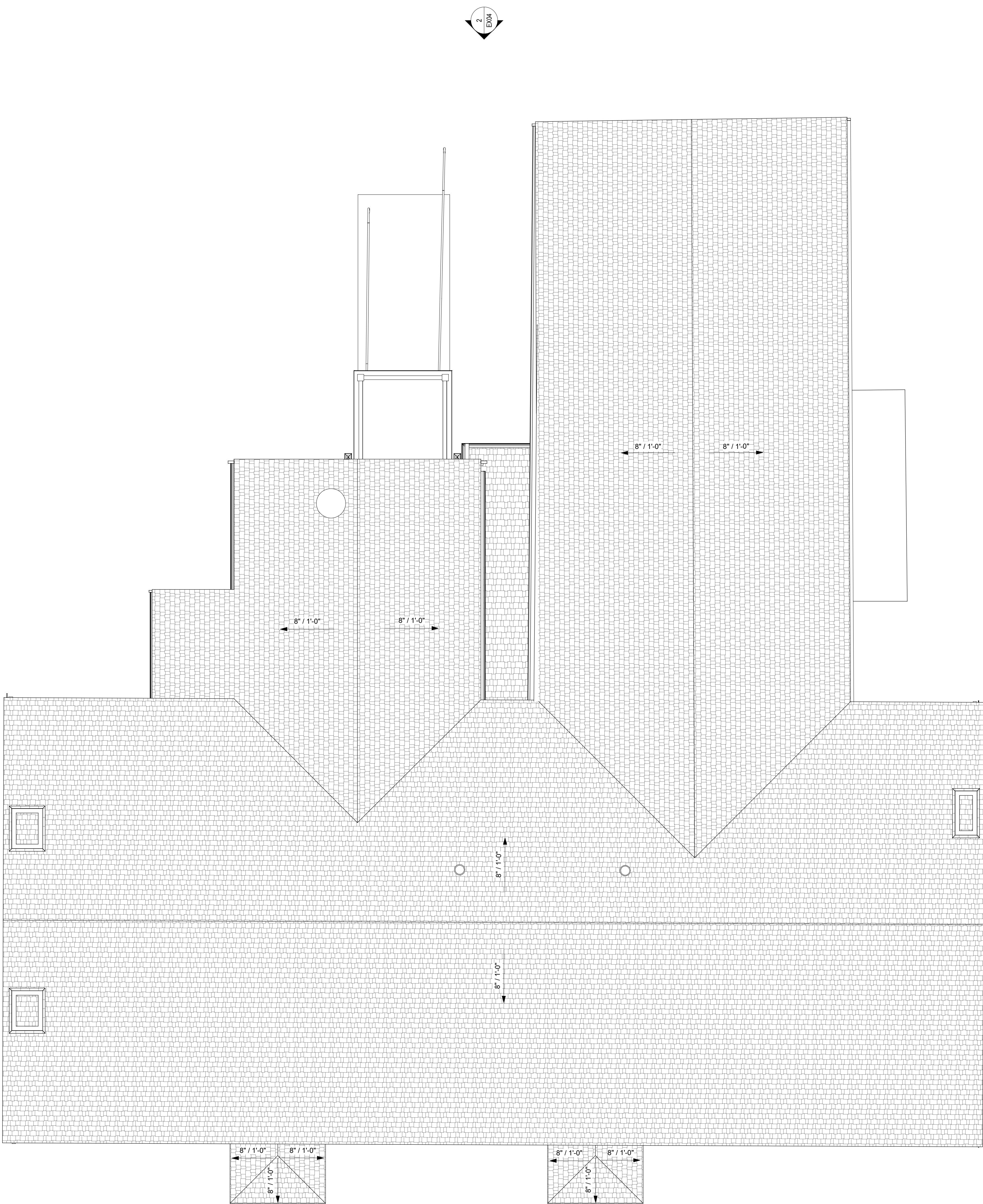
**Laser Scanning Notes:**  
1. Visit FARO.com and leica-geosystems.com for 3D laser scanner  
literatures, range information and product specifications.  
2. Laser scanning equipment uses light waves to measure  
distances. Unforeseen site conditions such as dust, moisture,  
vibration, surface reflectivity, lighting conditions, temperature,  
humidity, wind/rain/snow, etc. may impact registration and  
accuracy.  
3. Accuracy over long distances can be improved if the client  
provides survey benchmarks prior to scanning in order to  
reference the laser scan data into a coordinate system.  
4. The Revit file contains the most complete alignment of point  
cloud data. All laser scanning by default is in a local  
coordinate system. Laser scans completed on multiple days may  
be tied into previous laser scans by use of site specific features  
and targets. Point cloud adjustments are made in Revit for a final  
verification.

Project Number: 10781812910

Existing Level 1  
Floor Plan

Date: 1/4/2023  
Scale: 1/4" = 1'-0"  
Drawn By: EC

EX01



TOP OF ROOF  
SCALE: 1/4" = 1'-0"

1

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conditions. No other representation, expressed or implied, and no  
warranty or guarantee is included or intended in the Agreement,  
or in any report, opinion, document or otherwise. Client shall field  
verify all work prior to design, construction, or other use.  
4. These drawings are for the intended purposes listed in the scope  
of work or the time if survey and should not be used for any  
other reasons. See scope of work provided to client for further  
information.

**Laser Scanning Notes:**  
1. Visit FARO.com and leica-geosystems.com for 3D laser scanner  
terminology, range information and product specifications.  
2. Laser scanning equipment uses light waves to measure  
distances. Unforeseen site conditions such as dust, moisture,  
obstacles, surface reflectivity, lighting conditions, temperature,  
humidity, wind strength, etc. may affect scanning performance and  
impact registration between scan locations.  
3. Accuracy over long distances can be improved if the client  
provides survey benchmarks prior to scanning in order to  
reference the laser scan data into a coordinate system.  
4. The Revit file contains the most complete alignment of point  
cloud data. All laser scanning by default is in a local  
coordinate system. Laser scans completed on multiple days may  
be tied into previous laser scans by use of site specific features  
and targets. Point cloud adjustments are made in Revit for a final  
verification.

Project Number: 10781812910

**Existing Roof  
Plan**

Date: 1/4/2023  
Scale: 1/4" = 1'-0"  
Drawn By: EC

**EX02**



Southeast Elevation  
REF DRAWING: 1 / EX01 SCALE: 1/4" = 1'-0"

2



Southwest Elevation  
REF DRAWING: 1 / EX01 SCALE: 1/4" = 1'-0"

1

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2. Laser scanning equipment uses light waves to measure  
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coordinate system. Laser scans completed on multiple days may  
be tied into previous laser scans by use of site specific features  
and targets. Point cloud adjustments are made in Revit for a final  
verification.

Project Number: 10781812910

Existing Exterior  
Elevations

Date: 1/4/2023  
Scale: 1/4" = 1'-0"  
Drawn By: EC

EX03





Northeast Elevation  
REF DRAWING: 1 / EX01 SCALE: 1/4" = 1'-0"

2



Northwest Elevation  
REF DRAWING: 1 / EX01 SCALE: 1/4" = 1'-0"

1

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Existing Conditions Surveys and  
As-Built Surveys™**

All projects are measured using the most advanced laser  
measuring equipment and our best standards and practices.  
All work will be field verified by client prior to design or  
construction or other use.

**General Notes:**

1. It is expressly understood by client that ECS is not an architectural or engineering entity. None of the documents prepared by ECS for client shall have any stamping or certification of such trade professionals.
2. This is not a structural or MEP analysis or a design model. Visible and accessible elements are modeled for location and size. Further structural or MEP analysis could be necessary by others.
3. **STANDARD OF PRACTICE:** Services performed by ECS under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document or otherwise. Client shall field verify all work prior to design, construction, or other use.
4. These drawings are for the intended purposes listed in the scope of work or the time or survey and should not be used for any other reasons. See scope of work provided to client for further information.

**Laser Scanning Notes:**

1. Visit FARO.com and leica-geosystems.com for 3D laser scanner literature, range information and product specifications.
2. Laser scanning equipment uses light waves to measure distances. Unforeseen site conditions such as dust, moisture, vibration, surface reflectivity, lighting conditions, temperature, humidity, temperature, materials, coating composition etc. may impact registration between scan locations.
3. Accuracy over long distances can be improved if the client provides survey benchmarks prior to scanning in order to reference the laser scan data into a coordinate system.
4. The Revit file contains the most complete alignment of point cloud data. All laser scanning by default is in a local coordinate system. Laser scans completed on multiple days may be tied into previous laser scans by use of site specific features and targets. Point cloud adjustments are made in Revit for a final verification.

Project Number: 10781812910

**Existing Exterior  
Elevations**



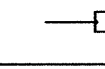
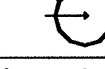
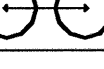
Date: 1/4/2023

Scale: 1/4" = 1'-0"

Drawn By: EC

**EX04**

Numeric Summary							
Project: All Projects							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Walkway_Top	Illuminance	Fc	2.48	12.3	1.0	2.48	12.30
Grass	Illuminance	Fc	0.93	18.4	0.0	0.00	0.00
Walkway_Top	Illuminance	Fc	1.99	3.3	1.0	1.99	3.30
Parking_Planar	Illuminance	Fc	2.00	7.2	0.5	4.00	14.40

Luminaire Schedule						
Project: All Projects						
Symbol	Qty	Label	Arrangement	Lumens	LLF	Description
	21	B	SINGLE	8800	0.850	BRC-100-MH
	2	C	TWIN	955	0.800	Lumiere 206 bare lamp photometrics 50-MR16-12-NFL
	6	D	SINGLE	3150	0.750	Luraline 13020 XGNA
	8	AB	SINGLE	8500	0.850	InVue Epic 100MH 4S
	1	A2B	BACK-BACK	8500	0.850	InVue Epic 100MH 4S

Luminaire Location Summary							
Project: All Projects							
SeqNo	Label	X	Y	Z	Orient	Tilt	
2	B	-13.25	89	12	0	0	
11	B	87.5	143.5	12	0	0	
12	B	94	51.25	12	0	0	
13	B	98.75	161	12	0	0	
14	B	114.75	179.75	12	0	0	
15	B	117	121	12	0	0	
21	B	131.75	110	12	0	0	
22	B	134.75	165	12	0	0	
24	B	161.75	87	12	0	0	
25	B	169.75	138.5	12	0	0	
26	B	189.25	123.25	12	0	0	
29	B	155.536	154.889	12	0	0	
30	B	175.908	105.487	12	0	0	
43	B	49.956	3.493	12	0	0	
54	B	61.069	64.846	12	0	0	
55	C	122.143	-65.99	12	327.738	0	
56	C	121.508	-65.567	12	144.871	0	
57	D	101.528	138.876	12	235.009	0	
58	D	106.642	134.899	12	235.009	0	
59	D	124.256	121.641	12	235.009	0	
60	D	130.506	116.717	12	235.009	0	
61	D	146.984	104.027	12	235.009	0	
62	D	153.423	99.103	12	235.009	0	
45	B	70.061	43.394	12	0	0	
50	B	38.51	24.024	12	0	0	
51	B	13.603	57.748	12	0	0	
52	B	36.079	71.378	12	0	0	
53	B	-1.702	83.477	12	0	0	
79	AB	16.802	127.944	12	320	0	
80	AB	56.845	106.012	12	50	0	
69	AB	99.278	-36.078	12	60	0	
73	AB	199.308	54.773	12	230	0	
75	AB	159.75	-59.351	12	147.487	0	
81	AB	190.308	-13.319	12	147.487	0	
77	A2B	147.286	12.819	12	45	0	
82	B	-40.581	71.372	12	0	0	
78	AB	49.261	169.681	12	320	0	
83	AB	78.287	208.231	12	277.254	0	

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COOPER

Cooper Lighting

Project : 785 Boston Road  
Groton, MA

Reflex Lighting Group  
Greg Walson

Project # :  
0400975C

Date :  
4/26/2004

Scale :  
1" = 20'

Drawing :  
WN

Cooper Lighting CFC

Applications Engineering  
1121 Highway 74 South  
770-486-4596  
770-486-4599 Fax  
e-mail:  
applications@cooperlighting.com